

## Staff Summary Report

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**Council Meeting Date:** 7/17/2003

**Agenda Item Number:**   //  

**SUBJECT:** Request approval to enter into a rental agreement with New School for the Arts for space to be utilized for City programs.

**DOCUMENT NAME:** 20030717csju01    **COMMUNITY SERVICE ADM (0701-01)**

**SUPPORTING DOCS:** Yes

**COMMENTS:** N/A

**PREPARED BY:** Jody Ulich, Community Services Deputy Manager-Cultural, (480) 350-5320

**REVIEWED BY:** Tom Canasi, Community Services Manager, (480) 350-5305  
Neil Calfee, Principal Planner, (480) 350-2912

**LEGAL REVIEW BY:** Ron Dunham, Assistant City Attorney, (480) 350-8814

**FISCAL NOTE:** The funds for space rental (\$15,000) are from the Apache Boulevard redevelopment allocations administered through the Development Services Department.

**RECOMMENDATION:** Recommend that City Council authorize the Mayor to execute the agreement for space rental at the New School for the Arts.

**ADDITIONAL INFO:** N/A

**RENTAL AGREEMENT  
BETWEEN  
NEW SCHOOL FOR THE ARTS  
AND  
CITY OF TEMPE**

1. This Rental Agreement (Agreement) is entered into between the New School for the Arts (NSA), an Arizona non-profit corporation, and the City of Tempe (Tempe), an Arizona municipal corporation.
2. The purpose of this Agreement is to provide for the rental from NSA of classroom and other space for a variety of programs conducted by Tempe.
3. NSA will provide the classroom and other space to Tempe at its facility located at 1216 East Apache Boulevard in Tempe, Arizona.
4. This Agreement will commence with NSA's Fall, 2003 term and end at the conclusion of NSA's Spring, 2004 term.
5. NSA and Tempe's Cultural Services Division will mutually agree upon the dates, times and other conditions regarding the use of the classrooms and other space by Tempe. NSA will provide staff to oversee the classrooms and other space when in use for Tempe programs and will also provide custodial and maintenance services.
6. The total rental payment by Tempe to NSA for the use of NSA's classrooms and other space will be Fifteen Thousand Dollars (\$15,000.00), payable as follows: Five Thousand Dollars (\$5,000.00) on the signing of this Agreement, Five Thousand Dollars (\$5,000.00) at the beginning of NSA's Fall, 2003 term, and Five Thousand Dollars (\$5,000.00) at the beginning of NSA's Spring, 2004 term. Tempe will receive

approximately 375 hours of classroom and other space rental from NSA.

7. The parties agree to cooperate in good faith to reasonably complete the obligations set forth in this Agreement.
8. If any party should default in the performance of its respective obligations under this Agreement, the party in default shall have a reasonable time in which to cure the default. If a cure is not made, the party not in default shall be entitled to remedy the default using any right or remedy at law or equity which would otherwise be available to such party not in default, including bringing any suit or proceeding to enforce the provisions of this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in such action.
9. Any party may terminate this Agreement in whole or in part upon mutual written agreement of the parties.
10. Any amendments to this Agreement must be in writing and signed by the parties. The Cultural Services Director of Tempe is authorized to sign minor amendments to this Agreement or other documents on behalf of Tempe in order to effectuate the intent of this Agreement.
11. The provisions of A.R.S. § 38-511 apply to this Agreement.
12. No party may assign this Agreement or any rights herein without the express written consent of the other party.
13. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements whether written or oral.
14. The invalidity of any provision contained herein or portion of a provision shall not affect the validity of any other provision contained herein or the remaining portion of the applicable provision.

15. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. A waiver of any breach hereunder shall not be deemed a waiver of any subsequent breach.
16. This Agreement shall be governed by the laws of the State of Arizona and any litigation between the parties regarding this Agreement or the performance of any of the obligations contained in this Agreement shall be initiated in Maricopa County, Arizona.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2003.

NEW SCHOOL FOR THE ARTS

\_\_\_\_\_  
Ronald F. Caya  
Founder and Executive Dean

CITY OF TEMPE

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney